

Howard Co.

AFSCME #1068 (Roads)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

by and between

HOWARD COUNTY, IOWA

and

LOCAL NO. 1068,
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO
(AFSCME)

July 1, 2005 - June 30, 2008

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HOWARD COUNTY, IOWA
and
LOCAL NO. 1068, AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, AFL-CIO (AFSCME)

THIS AGREEMENT made and entered into at Cresco, Iowa by and between HOWARD COUNTY, IOWA (hereinafter "Employer"), and LOCAL NO. 1068 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter "Union"), as follows:

DEFINITIONS

The following definitions of terms shall apply throughout this Agreement, unless specifically provided otherwise:

1. ACT - the Iowa Public Employment Relations Act.
2. PERB - the Iowa Public Employment Relations Board.
3. UNION - Local No. 1068 of the American Federation of State, County and Municipal Employees, AFL-CIO.
4. BARGAINING UNIT - employees within the bargaining unit certified by PERB.
5. EMPLOYEE - all employees represented by the Union and the bargaining unit as defined and certified by PERB.
6. EMPLOYER - Howard County, Iowa, acting through its Board of Supervisors, County Engineer, Department Heads or other persons designated by the Board of Supervisors to act on its behalf.
7. BOARD - the members of the Howard County Board of Supervisors.
8. COUNTY - Howard County, Iowa.
9. FULL-TIME EMPLOYEE - any employee hired to work a minimum of 1500 hours per year. Full-time employees are eligible for all fringe benefits.
10. PART-TIME EMPLOYEE - any employee hired to work less than 1500 hours per year. Part-time employees are not eligible for fringe benefits unless otherwise specified.
11. GENDER - words and phrases herein shall be construed as in the singular and plural number and as masculine, feminine or neuter gender, according to context.
12. ANNIVERSARY DATE - the anniversary of the calendar date of the employee's last date of hire.
13. IMMEDIATE FAMILY - the employee's spouse, father, mother, children (including stepchildren living in the employee's home), brother, sister, grandparent, mother- and father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and grandchildren.
14. HOME TOWN - the incorporated town or city nearest the employee's place of residence.

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

The Employer hereby recognizes the Union as the certified, exclusive and sole bargaining representative for all employees in the bargaining unit certified in Case No. 542 of the PERB, as follows:

INCLUDED: County Secondary Road Employees with the following titles: Head Mechanic, Head Bridge Repairman, Electrician, Auto-Body Mechanic, Dragline Operator, Bulldozer Operator, Excavator Operator, Payloader Operator, Welder, Mechanic, Patrol Operator, Instrumentman, Truck Driver, Bridge Construction Repairman and Laborer.

EXCLUDED: Board of Supervisors, County Engineer, Secretary, Senior Inspector, Chief of Survey Party, Office Assistant, Office Manager, Road Foreman and Shop Foreman.

1.2 REPRESENTATION

- A. The Employer will recognize one (1) Steward as representing the Union, such Steward to be an employee of the County and officially designated in writing by the Union.
- B. The Employer agrees that accredited representatives of the Local or International Union may have access to the premises of the Employer during work hours to conduct Union business subject to notification to, and permission from, the Board or its designated representatives. No Union business will be transacted during working hours without such consent.

ARTICLE 2 CHECKOFF

2.1 DUES DEDUCTION

Employees who are members of the Union may sign and cause to be delivered to the County Auditor a written assignment authorizing payroll deductions for Union dues. Such assignment shall continue in effect unless revoked in writing by not less than thirty (30) days notice to the County Engineer's office. The County Engineer will furnish a photocopy of such termination to the Union. The first deduction will commence and become effective for the pay period immediately following the receipt of such assignment, provided such assignment is received at least five (5) days prior to the first day of such pay period. The County shall deduct such Union dues from the employee's first paycheck of each month.

2.2 TRANSMISSION OF DUES

The County shall transmit to the Treasurer of the Union the total deduction of all membership dues so authorized within fifteen (15) days following the first pay period of the month. The County will also send a complete list of names of employees for whom deductions were made and thereafter with each subsequent monthly dues remittance, the County will then make notations of additions to, or deletions from, said list.

2.3 INDEMNIFICATION

The Union agrees to indemnify and save the County and each and all of its officers and Board members harmless against any and all claims, demands, suits or any other liability which shall arise out of or be based on the County's compliance with the provisions of this Article.

ARTICLE 3 HOURS OF WORK

3.1 WORKWEEK/HOURS

The official workweek for all employees covered by this Agreement for payroll purposes shall start at 12:01 AM on Sunday and end at 12:00 PM on Saturday evening. The standard workweek for all employees shall consist of five (5) working days, starting on Monday and ending on Friday of each week. The working day for all employees will consist of eight (8) hours starting at 7:00 AM and ending at 3:30 PM. There will be one (1) fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon, and a thirty (30) minute lunch break. During temporary periods, road conditions or weather conditions may require more than eight (8) hours per day and more than forty (40) hours per week may be worked. In the event an employee works beyond their regular scheduled workday, they shall receive an additional fifteen (15) minute rest period for each four (4) hours worked.

3.2 WORK SCHEDULES

If the Employer changes any work schedules, any employees affected by the schedule change shall receive at least fourteen (14) days advance notice with a copy sent to the Union.

3.3 OVERTIME

The County reserves the right to require the employees covered by this Agreement to work overtime as needed and authorized by the County Engineer or his representative.

3.4 TRAVEL TIME

Employees' travel time to and from the job site or location shall be considered as part of the workday, providing the employee reports to his/her shop, warehouse, or meeting location to pick up the equipment needed on the job site or locations.

3.5 EQUIPMENT

Employees covered by this Agreement may not use the Employer's equipment for personal use, such as travel to or from restaurants, home, or other locations for coffee, lunch, or to pick up any personal items.

3.6 SUMMER WORK SCHEDULES

During the summer months, the first part of May through the end of September, the Employer may change the bargaining unit hours of work to four (4) ten (10) hour days each week. The hours of work for summer months will be consecutive hours from 7:00 AM to 5:30 PM, including appropriate lunch and rest periods.

3.7 SUMMER OVERTIME RATE OF PAY

Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of ten (10) hours (summer work schedules only) in any workday or for all work performed in excess of forty (40) hours in any workweek.

3.8 SUMMER HOLIDAYS

Paid holidays occurring during the summer work schedule will be taken on the ten (10) hour workday basis.

ARTICLE 4 OVERTIME

4.1 RATE OF PAY

Time and one-half (1 1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any workday or for all work performed in excess of forty (40) hours in any workweek, but overtime shall not be paid on overtime, that is to say, compensation shall not be paid twice for the same hours.

4.2 SATURDAY AND SUNDAY WORK

- A. Overtime will be paid on all work performed on Saturday.
- B. Double time will be paid for all work performed on Sunday.

- C. When called to work outside of his or her regularly scheduled shift, the employee may, at the employee's option, remain at work for such a time so as to earn a minimum of two (2) hours overtime or double time pay, as applicable.

4.3 AUTHORIZATION

Overtime will be paid only when first authorized by the Road Foreman, Shop Foreman, or by the Engineer, except in case of emergency.

4.4 COMPENSATORY TIME

The employee may elect to have overtime payment in compensatory time off at the rate of time and one-half (1 1/2) the regular hourly rate of pay. The employee shall be able to accumulate up to sixty (60) hours of compensatory time. Compensatory time shall be carried over into the next fiscal year if not used in the current year it is earned.

ARTICLE 5 HOLIDAYS

5.1 RECOGNIZED HOLIDAYS

- A. The following days are paid holidays for full-time employees: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day.

All employees will receive one (1) floating holiday to be used between April 1 through October 31, and scheduled with approval of the Engineer.

- B. Eligible employees shall receive one (1) day's pay for each of said holidays on which they perform no work.
- C. Holidays occurring on Saturday are observed on Friday. Holidays occurring on Sunday are observed on Monday.
- D. In case of an emergency, and an employee must work on a holiday, such employee shall receive both regular rate of pay and pay at one and one-half (1 1/2) times his/her regular rate of pay.

5.2 ELIGIBILITY REQUIREMENTS

Full-time employees shall be eligible for holiday pay under the following conditions:

- A. New full-time employees must have worked at least 30 continuous calendar days prior to the first holiday for which pay is allowed.

- B. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a scheduled day off, vacation or sick leave, and during the first ninety (90) days of a layoff.
- C. The employee worked his/her last scheduled workday prior to the holiday and his/her last scheduled workday after the paid holiday, unless excused by the employee's immediate supervisor, with exception of an employee on approved sick leave or approved vacation. The Employer and the Union shall mutually agree upon reasonable purpose in each case.

5.3 HOLIDAY HOURS WORKED FOR OVERTIME

For the purpose of computing overtime, all holidays worked or unworked for which an employee is compensated shall be regarded as hours worked but overtime will be based on time and one-half (1 1/2) the regular rate of pay only. Employees shall be paid up to eight (8) hours of straight time pay for each recognized holiday during the winter schedule and up to ten (10) hours of straight time pay for each recognized holiday during the summer work schedule.

5.4 HOLIDAYS DURING VACATION PERIOD

See Article 6, VACATIONS

5.5 SUMMER HOLIDAYS

See Article 3, HOURS OF WORK, Section 7.

ARTICLE 6 VACATIONS

6.1 ELIGIBILITY AND ALLOWANCE

- A. All full-time employees shall be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Allowance</u>
After 1 year	5 days
After 2 years	10 days
After 9 years	15 days
After 15 years	20 days
After 20 years	25 days

- B. The employment anniversary date shall be used in determining continuous years of employment.
- C. In case a full-time employee is laid off or is discharged, such employee will be paid for as many days vacation as such employee has to his/her credit.

6.2 VACATION PAY

The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

6.3 CHOICE OF VACATION PERIOD

- A. A ten (10) day vacation may be divided into two (2) periods. A fifteen (15) day vacation may be divided into three (3) periods. A twenty (20) day vacation may be divided into four (4) periods. Vacation time may be taken in lesser periods of time, including one-half (1/2) days, with permission of Road Foreman, Shop Foreman or County Engineer, or any member of the Board of Supervisors.
- B. The usual practice will be to grant vacations at the time requested by the employee, provided, however, the Board may limit the number of employees on vacation at any one time. In the event more than one (1) employee requests a vacation at a particular time, the employee with the greater seniority shall be given his/her choice of the vacation period.

6.4 HOLIDAY WITHIN VACATION

Should one or more recognized holidays come on a regular workday within the vacation period approved by any employee, the employee shall be given one (1) extra day for each holiday.

6.5 DECEASED EMPLOYEE

Accrued vacation benefits for a deceased employee shall be paid to the employee's estate.

6.6 AUTHORIZATION

Vacation time shall have the approval of the Shop Foreman and the Road Foreman.

6.7 CARRYOVER

Vacation time cannot be carried over. The employee must use vacation earned within twelve (12) months of the anniversary date from which it was earned. No vacation time shall be carried over from anniversary date to anniversary date without written permission of the Board.

ARTICLE 7 SENIORITY

7.1 DEFINITION

Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire. In the event an employee takes a job outside the bargaining unit, but still with the Employer, his/her seniority shall be frozen from the date of leaving the bargaining unit.

7.2 PROBATIONARY PERIOD

Each employee shall be considered as on probation for one hundred eighty (180) days. Upon satisfactory completion of the probationary period, the employee will be entitled to all the rights and privileges granted all other full-time employees and his/her term of employment will start as of his/her employment date. The Employer reserves the right to extend the probationary period for up to an additional ninety (90) days by giving notice in writing to the employee and the Union.

Probationary employees are eligible for paid holidays and coverage under the County's health insurance program after 30 continuous calendar days of employment. Sick leave will accrue during the employee's probationary period, but employees may not use sick leave until completion of the probationary period.

7.3 SENIORITY LIST

The Employer shall post on all bulletin boards the seniority list showing the continuous service of each employee. A new list will be posted each time there is an addition to or a deletion from such list. A copy of the seniority list shall be furnished to the Local Union at the time it is posted.

7.4 BREAK IN CONTINUOUS SERVICE

- A. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement or a layoff for over one (1) year.
- B. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

7.5 CLASSIFICATION CHANGES

When an employee changes from one job classification to another under the job posting procedure and where such change requires no training, but only a normal break-in period, seniority shall govern. When training is required, the provisions of Section 7.6 shall apply. The Board of Supervisors, in its discretion, will determine when training is required for any job classification other than a normal break-in period.

7.6 JOB POSTINGS

- A. All vacancies in any job classification shall be posted on the bulletin boards for a period of five (5) working days with a copy of such notice given to the Union's designated representative. The notice shall include the following information: the job classification, the usual location and "beat" (where applicable) of such job in the County and the rate of pay. (Some job classifications may require work at more than one location from time to time, in the discretion of the Board.)
- B. All employees, including employees absent for any reason, may apply for such vacancy by signing an application form provided by the County.
- C. Qualifications for a posted job shall be experience and ability, and if experience and ability are substantially equal, seniority shall govern in the selection for the posted job. Within five (5) working days after completion of the job posting, the Employer will make a selection under the job posting procedure and the employee shall be placed in the job within ten (10) working days after such selection is made. The Union shall have a right to inquire of the Employer as to the basis of its selection to fill the posted job. Such selection shall be subject to the grievance procedure. The applicant selected for the posted job shall be on a trial period for thirty (30) days from the day the employee starts in the position.
- D. At any time during the thirty (30) day trial period, the selected employee may return to their former position, but shall be prohibited from bidding on any other job opening for a period of six (6) months. The second bidder may take the job if he/she desires.
- E. The Employer may advertise and solicit job applications at any time. If there are no applications from any employee having the experience and ability to do a posted job, the Employer may employ any applicant for the job.

7.7 TEMPORARY TRANSFERS

- A. The Employer shall have the right to make temporary transfers of any employee for the following reasons:
 - 1. To fill a vacancy caused by an employee being on sick leave or other approved leave; or
 - 2. To provide vacation relief or to fill an opening granted by an employee bidding on another job; or
 - 3. For any other reason to maintain an efficient and adequate work force in all job classifications at all times.

- B. An employee temporarily transferred to a job paying a higher rate shall receive the higher rate. An employee temporarily transferred to a job paying a lower rate shall retain the employee's regular rate in his/her regular job. Training time exempted for Laborers working in a higher classification up to 30 work days.
- C. An employee transferred who is required to travel a greater distance to his/her work station, by his/her own transportation, than to his/her prior or regular place of work, will be paid a mileage allowance as provided in Howard County's "Employee Policy Manual" for the difference in the mileage between such work stations, which mileage allowance will be authorized in writing by the Employer at the time of transfer. Such payment shall be for a period of time not to exceed ninety (90) working days.

7.8 LAYOFFS AND RECALLS

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. Employees shall be re-employed in order of their seniority if they have the ability and skill to do the job. No new employees shall be hired in any job classification until all employees on layoff status from such job classification have had an opportunity to return to work. Notice of recall will be made in writing to the employee's last address as shown on the records of the County Engineer. If recall is not accepted within five (5) days from the mailing of such notice, the recall rights of the employee will be forfeited and terminated.

ARTICLE 8 LEAVES OF ABSENCE

8.1 APPLICATION FOR LEAVE

Requests for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor and it shall be in writing.

8.2 FUNERAL LEAVE

- A. A full-time employee may be granted up to three (3) days paid leave of absence for a death in his/her immediate family. Immediate family will constitute husband, wife, son, daughter, (step-children living in employee's home), mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchildren, sister-in-law and brother-in-law.
- B. A Department Head may grant a paid leave of absence of one-half (1/2) day for an employee to attend funeral services for a fellow employee, uncle, aunt, or to fulfill the duties of a pallbearer when the funeral is in the employee's home town, and one (1) day when the funeral is not in the home town of the employee, provided, however:

1. The one-half (1/2) day leave may be extended to one (1) day by the Department Head; and not over three (3) employees may be granted such leave at any one time when the death is other than a fellow employee;
2. There is no limit on the number of employees who may be granted such leave for the death of a fellow employee.
3. One-half (1/2) day of funeral leave will be allowed for one bargaining unit employee to represent the Department at the funeral of a former fellow Secondary Road employee. Other employees wishing to attend the funeral must request vacation.

8.3 PERSONAL LEAVES OF ABSENCE

The Board of Supervisors may grant an unpaid leave of absence for a period of up to ten (10) days per year for an employee who needs time for personal reasons.

8.4 MILITARY LEAVE

Any full-time employee who receives a military leave will, upon showing his orders to his immediate supervisor, be given a paid leave of absence for up to thirty (30) days.

8.5 JURY DUTY

Full-time employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service and they shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to report to work when excused or released by the Court.

8.6 MATERNITY LEAVE

Disabilities caused or contributed to by pregnancy and the recovery therefrom shall be covered by accumulated sick leave as to all full-time employees.

8.7 UNION BUSINESS

Full-time employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted unpaid leave of absence for not to exceed one (1) year. Only one such leave will be granted at any one time. Full-time employees selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union for not to exceed one (1) month. Only one such leave of absence will be granted at any one time.

ARTICLE 9
SICK LEAVE

9.1 SICK LEAVE

- A. Sick and injury leave shall accrue at the rate of two (2) days per month, up to a maximum accumulation of one hundred twenty-six (126) days. Sick leave is earned while the employee is on sick leave.
- B. Probationary employees shall accrue sick leave but may not use sick leave until they have completed their probationary period.
- C. A leave record for each employee is set up in the County Engineer's office. This form is kept up to date by adding earned leave and deducting used leave; the amount of leave available can be determined at any time.
- D. In determining amount of sick leave taken, working days only will be used. For example, if an employee was off the entire month of August, 1976, he/she will be charged with twenty-two (22) days leave.
- E. Sick leave will be allowed without physician's statement for the first two (2) days of illness, after which the County Engineer must have a statement from the attending physician, which statement will set out the nature of the illness or injury and the extent of time during which the employee is unable to work. It is the duty of the employee to give the physician's statement to the County Engineer as soon as possible. Forms for the doctor to use will be available at the County Engineer's office and will also be available at all County shops. These statements are to be mailed immediately to the County Engineer's office by the doctor or the employee.
- F. The employee's pay will be held up until one of these is in the Engineer's office.
- G. In all cases where an employee is absent from work on account of sickness, he/she will be paid for the time lost, up to the allowable limit with no loss of pay if all requirements are met. When his/her leave begins, he/she will be paid for the same number of hours the rest of the crew worked, not including any overtime. Remember, sick leave is for the employee's use only.
- H. Leave of absence in excess of two and one-half (2 1/2) working days each month may be granted on recommendation of the head of the department and with the approval of the Board of Supervisors for an employee when unusual circumstances resulting from employment are present which will cause hardship for the employee.
- I. Employees may use up to two (2) days of accumulated sick leave per year for the illness of a spouse, child or parent. This leave is not intended for routine medical, dental or optical appointments.

9.2 WORKER'S COMPENSATION INSURANCE

- A. All County employees are covered by Worker's Compensation insurance. If an employee is injured while on the job and unable to work, he/she will be considered to be on injury leave. While the employee is on injury leave, he/she will continue to earn and accrue all benefits as though working full time.
- B. Part-time and retired employees are covered by Worker's Compensation insurance for medical, hospital and compensation as provided by law. The County does not advance salary payments to part-time or retired employees.
- C. Workers Compensation benefits are available to employees who are injured on the job. An employee may elect to supplement workers compensation benefits with sick leave if he/she notifies the County in writing. The employee retains the workers compensation check and the County will issue a check to the employee for the difference of normal gross pay and workers' compensation payment. The County will deduct withholdings only on the difference between the regular gross pay and the Workers' Compensation pay.

Procedure:

- A. Calculate the average gross weekly pay by dividing the total gross wages paid the employee for the 13 weeks prior to the date of injury. (figure is needed to determine the benefit amount in Step B below.)
- B. Determine the employee's weekly Workers' Compensation benefit amount by the Benefit Schedule of the Iowa Workers' Compensation Claim Handling Guide.
- C. Subtract the Workers' Compensation benefit from the weekly net pay amount to determine the amount of sick leave pay needed to bring it up to regular take home pay.
- D. Calculate the employee's net hourly wage (divide weekly net pay by hours worked.)
- E. Divide amount in Step C by the net hourly wage (Step D) = no. of hours of sick leave to be paid per week and deducted from the employee's sick leave accumulation.

9.3 LOSS OF SICK LEAVE

Should an employee be temporarily laid off for a period of nine (9) months or less, the employee will retain all sick leave. When an employee leaves the employ of the Employer for any reason, except discharge for just cause, the employee shall be allowed to convert to cash at the employee's current rate of pay twenty-five percent (25%) of all accumulated sick leave, up to a maximum dollar amount of \$2,200.

9.4 NOTIFICATION

In case of sickness or injury, inform the Shop Foreman, Road Foreman or Engineer's office immediately.

ARTICLE 10 GENERAL PROVISIONS

10.1 NONDISCRIMINATION

- A. No appointment to or termination from a position of employment with the County shall be affected or influenced in any consideration of race, color, creed, sex, age, national origin, disability, or union or non-union affiliation.
- B. No question in any examination or on any employment form, or in any personnel proceeding shall be so framed as to elicit information concerning political or religious affiliations or opinions of the applicant or employee.

10.2 TRAVEL EXPENSE

Whenever an employee is required to travel during work time from one work location to another work location, transportation will usually be provided by the Employer, if such transportation is not provided by the Employer, the Employer shall pay the employee mileage in accordance with County policy when the employee furnishes the employee's own transportation, provided, however, such mileage is first authorized in writing by the Employer.

10.3 UNIFORMS AND PROTECTIVE CLOTHING

- A. No employee shall be required to wear a uniform as a condition of employment.
- B. Protective clothing, or any type of protective device, heretofore furnished by the Employer, or for which an allowance has been made by the Employer, will continue to be paid in accordance with the Employer's past practice. The Employer shall pay \$30.00 per year for safety shoes upon presentation of receipt of purchase.

10.4 EQUIPMENT

It shall be the employee's responsibility to report to the Employer any claimed defective equipment furnished by the Employer or claimed by the employee not to be in proper working order.

10.5 EMPLOYEE EVALUATION

Each Department Head is encouraged to evaluate the performance of each of their employees every twelve (12) months to coincide with budget submission dates. Evaluation forms provide a convenient method of recording the work quality and progress of the employee. It is recommended that Department Heads review the evaluation with the employee.

All evaluation records will be kept confidential, except an employee shall have the right, on request, or upon the request of the Union Representative designated in writing, to have a photocopy of the employee's individual evaluation records.

10.6 USE OF BULLETIN BOARDS

The Employer agrees to continue to provide the existing bulletin boards in each work area and the Union may use such bulletin boards for the posting of notices. The Union shall limit its posting of notices and bulletins to such bulletin boards.

10.7 PATROL OPERATIONS

Patrol Operators shall contact the County Foreman each day by radio (if one in machine). He/she shall give information as to his/her location and proposed maintenance mileage for that particular day.

10.8 MACHINES AND TRUCKS

- A. All machines and trucks shall be out of the shops by 7:15 AM each day.
- B. No congestion of County vehicles shall be tolerated.
- C. Travel to and travel from the shops shall be at a safe and prudent speed.
- D. All machines and trucks shall try to arrange to return to shops no earlier than 3:15 PM. If work demands are such that you cannot be in the shop by 3:30 PM, keep track of the minutes arrived in shop after 3:30 PM and when it adds up to an hour, then add to that day, on time sheet, one hour.

10.9 EMPLOYER REQUIRED PROGRAM

The Employer will pay for all job related training programs required by the Employer to be taken by the employee as follows:

- A. The Employer will reimburse the employee for the registration fee.
- B. The actual time in attendance at such training program will be work hours.

The travel time to and from such training programs will be work hours. Pay for such hours will be at the employee's straight time hourly rate. However, such hours shall be included in the total hours in the workweek for the purpose of determining overtime pay. Meal periods will not be included in such work hours. Meals and lodging will be reimbursed to the employee in accordance with County policy.

10.10 RULES AND REGULATIONS

The Employer may develop work rules and policies. All work rules and policies and any changes will be given to the Union ten (10) days prior to their effective date. Any work rule or employee discipline in the form of written reprimand, suspension or discharge is subject to the grievance procedure.

ARTICLE 11 INSURANCE

11.1 HEALTH INSURANCE

- A. The Employer agrees to provide a Health Insurance plan the same as provided to other Howard County employees. Payment of benefits is subject to the Plan terms and conditions.
- B. The Employer agrees to provide and pay for the basic cost of the Health Insurance for all regular full-time employees after completion of 30 continuous calendar days of employment.
- C. The Employer agrees to provide and pay 100% of the basic dependent Health Insurance for the employees hired prior to July 1, 1988. Dependents of employees hired on or after the effective date shall not be covered under the employee's coverage unless the employee pays for such coverage.

Employees hired after July 1, 1988 may cover their eligible dependents by paying Three Hundred Dollars (\$300.00) per month.

- D. The Employer reserves the right to change the insurance carrier but will not reduce the amount of coverage provided by the present plan as specified in paragraph A above.

ARTICLE 12 DISCIPLINE AND DISCHARGE

12.1 DISCIPLINE AND DISCHARGE

- A. Progressive disciplinary action or measures shall include written reprimand, or suspension (one (1) to three (3) days notice to be given in writing), or discharge.

- B. Any employee subject to discharge or suspension for any of the following causes: inefficiency, insubordination, incompetence, failure to perform assigned duties, inadequacy in performance of assigned duties, narcotics addiction, dishonesty, unrehabilitated alcoholism, negligence, conduct which adversely affects the employee's performance for the agency employing him/her, conviction of a crime involving moral turpitude, conduct unbecoming a public employee, misconduct, or any other just cause.

This Article does not prevent or limit the Employer from taking disciplinary action against any individual, up to and including termination, in circumstances where the County deems disciplinary action appropriate.

- C. The employee and the Union will be notified in writing that an employee has been suspended or discharged.
- D. The Union shall have the right to take up the suspension or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.
- E. Any employee that is unjustly suspended or discharged shall be reinstated with full compensation for all lost time and without loss of seniority or other benefit as provided by this Agreement.
- F. Written reprimands shall be removed from an employee's personnel file if there is no further discipline within one (1) year of date of reprimand.

ARTICLE 13 GRIEVANCE AND ARBITRATION

13.1 GRIEVANCE DEFINED

A grievance is a claim made by an employee that there has been a violation of this Agreement, including the application, meaning, or interpretation of this Agreement.

13.2 GRIEVANCE PROCEDURE

All grievances must be written and contain the following information: what Article or Section of the contract has allegedly been violated, what remedy the grievant is seeking and the name of the grievant and the person preparing the written grievance.

Grievances will be processed in the following manner:

Step 1: The Union Steward, with or without the employee, shall take up the grievance or dispute to the employee's immediate supervisor in writing within ten (10) working days of the date of the grievance or the employee's knowledge of

its occurrence. The supervisor shall attempt to adjust the matter and shall respond in writing to the Steward within three (3) working days.

Step 2: If the grievance has not been settled in Step 1, it may be presented in writing by the Union Steward or other Union representative to the County Engineer or any County Board Supervisor within seven (7) working days after the response of the Supervisor is due.

The County Engineer or County Board Supervisor shall respond in writing to the Union Steward within five (5) working days.

Step 3: If the grievance is still unsettled, it may be presented by the Union to the County Board of Supervisors within seven (7) working days after the response of the County Engineer or County Board Supervisor is due. The Board of Supervisors shall respond in writing to the Union within fifteen (15) working days.

13.3 ARBITRATION

- A. If the grievance is not settled at Step 3, the Union may, within fifteen (15) days after a Union meeting, request arbitration provided such Union meeting is held within five (5) days after the Supervisor's answer or, if no answer, within five (5) days after such answer is due.
- B. The arbitration hearing shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice of arbitration has been given. If the parties fail to select an arbitrator by mutual agreement, the Federal Mediation and Conciliation Service or Public Employment Relations Board may be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first, the other party shall then strike one name, the process will be repeated and the remaining person will be the arbitrator.
- C. No grievance shall be processed to arbitration on behalf of any employee except with the approval of the Union.
- D. The decision of the arbitrator shall be final and binding and the arbitrator shall be requested to issue his written decision within thirty (30) days after the submission of the grievance to him. Either party may furnish the arbitrator a photocopy of the grievance.
- E. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the cost of the record and makes copies available without charge to the other party and to the

arbitrator. The party desiring such verbatim record shall so state prior to the beginning of the arbitration hearing.

- F. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievance submitted. The decision shall be signed by the arbitrator and furnished by the arbitrator to the Union and to the Employer.
- G. The arbitrator shall be without power or authority to add to, or detract from, or to amend, or modify any provision of this Agreement. The arbitrator's authority is limited to deciding only the issues presented to the arbitrator in the grievance and the arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and construction of the meaning or the application of the express relevant language of the Agreement.

ARTICLE 14 SAVINGS CLAUSE

14.1 SEPARABILITY

Should any Article, Section or portion thereof, of this Agreement be declared or held unlawful, illegal or unenforceable by any court of competent jurisdiction, then that Article, Section, or portion thereof, shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and clauses shall remain in full force and effect. The parties agree to meet within a reasonable time after such decision, at a mutually agreeable place, to negotiate for a substitute for the portion of this contract so invalidated.

ARTICLE 15 HEALTH AND SAFETY COMMITTEE

15.1 JOINT SAFETY COMMITTEE

- A. There shall be established a Joint Safety Committee composed of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. The Employer will designate the Chairperson of the Committee for the first year, and the Union will designate the Chairperson for the second year, of this contract. The Committee shall meet at the call of the Chairperson, or at the call of any two (2) members of the Committee, but not more frequently than once a month, unless otherwise unanimously agreed by the Committee. All meetings shall be held during normal work hours and on the Employer's premises without loss of pay.

- B. The purpose of the Committee will be to review and recommend safety policies to the Employer. The Board of Supervisors will review the Committee's recommendations. Such recommendations will become effective only when adopted by the Board of Supervisors.

ARTICLE 16 MANAGEMENT RIGHTS

16.1 RIGHTS

The Employer and management shall have, except as modified by the terms of this Agreement, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to hire, suspend, discipline or discharge for cause, direct the work, to assign to work, to transfer, promote, and demote, to determine and set the hours of work, to increase or decrease the working force of public employees, take such actions as may be necessary to carry out the mission of the Employer, initiate, prepare, certify, and administer the County budget, and further, the County shall exercise all powers and duties granted to it by law. The Employer and management reserve the right to create and eliminate positions as and if deemed necessary.

16.2 NON-BARGAINING UNIT

Foremen, supervisors, other employees not in the bargaining unit, shall not perform work on any hourly rated job classification, if the result would be to displace an employee in the bargaining unit.

16.3 EQUIPMENT

The management, Foremen, and supervisors of the Employer shall retain the right to operate or assemble and disassemble any or all machines or equipment of the County at any time, providing no employee qualified to operate that equipment is laid off.

ARTICLE 17 WAGES

17.1 WAGE SCHEDULE

- A. Employees shall be compensated in accordance with the wage schedule attached to this Agreement marked "Appendix A" which Appendix is by this reference made a part of this Agreement.
- B. When a position or job classification not listed on the wage schedule is established, the Employer may designate a job classification and rate of pay for that job classification. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

- C. All new employees will be hired at 95% of the base rate in effect at that time and shall remain at 95% of the base rate for their first continuous year of employment.
- D. Employees with one (1) full year of continuous employment will receive the full rate of pay, according to Appendix A.
- E. Longevity increased in the hourly wage rate will be given in the amount of five cents (\$.05) for five (5) years of continuous full-time employment with the County, up to the maximum of twenty cents (\$.20).
- F. The County agrees to lock in all employees at their current amounts until the employee is qualified to move up to the \$.05, \$.10, \$.15, or \$.20 increment. Employees being paid over the maximum amount of twenty cents (\$.20) shall be locked in until their retirement.

17.2 PAY PERIOD

Employees will be paid each two (2) calendar weeks on the Thursday of the second week, i.e., every other Thursday, unless this day is a holiday, in which case the preceding day shall be the payday.

ARTICLE 18 RESIGNATION

18.1 RESIGNATION

An employee voluntarily terminating employment will give at least two (2) working weeks written notice of resignation stating therein the date the resignation will be effective. The two (2) weeks written notice shall be exclusive of all accumulated vacation leave. This should be considered as minimum notice period of time and each employee should endeavor to give as much advance notice as is reasonably possible to provide the Employer with an opportunity to obtain a replacement. The Employer may, in its discretion, waive such notice. Failure to give such notice, unless waived, will cause the employee to forfeit all vacation benefits that may have accrued.

18.3 PAY IN LIEU OF WORK

Upon receipt of such notice of resignation, such employee will have the right to continue to work until the effective date of such resignation, provided, however, the Employer may terminate the employee effective at any time after receipt of the notice of resignation and direct the employee to cease work at any time upon paying to the employee such wages that the employee would have been entitled to receive at the employee's regular hourly rate, except for the employee's termination of further work, at the direction of the Employer.

ARTICLE 19
DURATION AND TERMINATION

19.1 DURATION

THIS AGREEMENT shall be effective commencing July 1, 2005 and ending June 30, 2008.

19.2 AUTOMATIC RENEWAL

THIS AGREEMENT shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the budget certification date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the budget certification date; this Agreement shall remain in full force and effect until a new Agreement is negotiated and signed by both parties.

19.3 EXECUTION

Executed this 23rd day of May, 2005.

FOR THE UNION

Kristi Elone
It's Negotiator

Ken Solomon
Contract Chair

FOR HOWARD COUNTY

DeWitt
It's Board Chairperson

Danny Ward
It's County Engineer

APPENDIX A

	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
<u>Group 1</u>			
Head Mechanic*, Electrician, Auto-Body Mechanic, Head Bridge Repairman	\$15.30	\$15.76	\$16.19
<u>Group 2</u>			
Dragline Operator, Bulldozer Operator, Excavator Operator, Payload Operator, Welder, Mechanic, Chipper Operator	\$15.18	\$15.64	\$16.07
<u>Group 3</u>			
Patrol Operator, Instrumentman	\$14.97	\$15.42	\$15.84
<u>Group 4</u>			
Truck Driver	\$14.84	\$15.29	\$15.71
<u>Group 5</u>			
Laborer	\$13.59	\$13.99	\$14.38

*The Head Mechanic will receive an additional \$0.30 per hour.

Employees assigned to Bridge Construction Repair (Code 320) will be paid \$0.25/hr. differential for hours performing "Code 320" work. EG: A truck driver assigned to Bridge Construction Repair will be paid \$15.09, a patrol operator will be paid \$15.22 etc. when assigned to "Code 320" work and so forth.